

# **Exhibit 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION**

**SUHANTHY MAHASIVAM,**

**Plaintiff,**

**v.**

**AMERICAN GENERAL LIFE  
INSURANCE COMPANY, *et al.***

**Defendants.**

**Case No. 3:20-cv-00386**

**DECLARATION OF AMY J. FREED**

I, Amy J. Freed, declare the following:

1. My name is Amy J. Freed. I am employed by AIG Employee Services, Inc. (“AIGES”), an indirect subsidiary of American International Group, Inc. (“AIG, Inc., and collectively with its subsidiaries, “AIG””), as Employee Relations Senior Director. AIGES provides human resources support and functional services to AIG. The facts set forth in this declaration are based upon my personal knowledge and my review of business records that are maintained in the ordinary course of its business.

2. AIG, Inc. is the ultimate parent company of indirect subsidiary American General Life Insurance Company (“American General”). American General is Plaintiff Suhanthy Mahasivam’s former employer.

3. Ms. Mahasivam was hired by American General Life Companies on or about January 6, 2006. She remained employed with American General Life Companies (which

merged into American General) or another affiliate of American General until February 7, 2020.

4. On December 5, 2005, Ms. Mahasivam submitted a signed Employment Application to American General Life Companies. A copy of this Employment Application is attached as **Exhibit A**. The Employment Application specifically informed Ms. Mahasivam that

Certain American International Companies have adopted Employee Dispute Resolution (“EDR”) programs, which include both informal and formal means such as arbitration, as the sole method of resolving most employment-related disputes. Seeking or accepting employment with American General Life Companies, American General Life and Accident Insurance Company, American General Assurance Company, or American General Finance means that I agree to resolve employment-related claims against the company or another employee through this process instead of through the courts. Likewise, the company agrees to resolve these types of disputes it may have with me through the same EDR program rather than through court action. I am still free to consult or file a complaint with any governmental agency, such as the EEOC, regarding my legally protected rights. However, if I am not satisfied with the results of the government agency process, this program must be used instead of the court system. The details of the applicable EDR program, including any limitations or exclusions are furnished to each employee and are available to applicants upon request. I agree that if I either apply for or accept employment with American General Life Companies, American General Life and Accident Insurance Company, American General Assurance Company, or American General Finance, all covered claims and disputes that arise either as part of the hiring process or during employment, if I am hired, will be subject to the terms of the applicable EDR program.

5. On January 2, 2006, Ms. Mahasivam signed an Offer Letter to begin working as an Actuarial Statistician Consultant. A copy of Ms. Mahasivam’s signed Offer Letter is Attached as **Exhibit B**. The terms of the Offer Letter informed Ms. Mahasivam that

If at any time there is a dispute between you and AIG American General,<sup>1</sup> during or after employment, we ask that you come directly to us to resolve the matter. In the event you and AIG American General are unable to reach a mutual agreement, and the dispute involves a legally protected right, you or AIG American General may elect to pursue mediation and/or arbitration before the trained professionals of the American Arbitration Association. Employees are still free to file charges of discrimination with the EEOC or other governmental agencies; however disputes which otherwise would have been referred to the court system are resolved through the EDR process instead. Additional information on AIG American General's EDR Program, including benefits available to you under the Legal Consultation Plan will be provided to you at New Employee Orientation or upon your request.

6. In early 2012, American General Life Companies merged with and into American General, which became Ms. Mahasivam's employer until her resignation on February 7, 2020. American General, as well as its subsidiaries, is a part of AIG's Life and Retirement division ("AIG Life and Retirement").

7. In November and December 2012, Ms. Mahasivam was sent emails that AIG Life and Retirement was extending its EDR Program to all AIG Life and Retirement employees. Ms. Mahasivam was sent these emails and did not object or attempt to opt out of the EDR Program during her employment.

8. Within AIG's intranet (known as Contact), employees are provided access to additional information about the EDR Program. Through AIG Contact, employees can access the *EDR Program Description & Arbitration and Mediation Rules* ("EDR Program Description"), which identifies arbitration as "the exclusive, final and binding method by which Disputes are resolved." Attached as **Exhibit C** is a true and correct copy of the EDR

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<sup>1</sup> AIG American General is a group name for certain subsidiaries of AIG. One of these subsidiaries is American General Life Companies.

Program Description, which was the version in place at the time of Ms. Mahasivam's resignation on February 7, 2020.

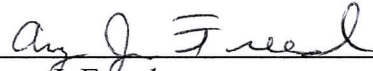
9. Since at least 2013, the EDR Program Description has emphasized, in bold, that **"Employment or continued employment after the Effective Date of this Program constitutes consent by both Employee and the Company to be bound by this Program[.]"** See Ex. C; see also Page 1 of the 2013 EDR Program Description attached as **Exhibit D**. The EDR Program Description has been available on AIG's Contact since January 2013.

10. Further notice and information about the EDR Program was provided to Ms. Mahasivam in the AIG Employee Handbook. Since 2013, the AIG Employee Handbook has included a description of the EDR Program. A true and correct copy of the AIG Employee Handbook excerpt related to the EDR Program is attached as **Exhibit E**.

11. On February 27, 2017, Ms. Mahasivam completed the AIG Life and Retirement EDR Program Overview training. A true and correct copy of Ms. Mahasivam's Certificate of Completion is attached as **Exhibit F**. This training contained eleven (11) slides and was expected to take less than ten (10) minutes to complete. The training module explained the terms and conditions of the AIG Life and Retirement EDR Program, including the requirement to resolve employment disputes through mandatory arbitration. A true and correct copy of the AIG Life and Retirement EDR Program Overview training slides is attached as **Exhibit G**. There is no record indicating that Ms. Mahasivam raised any concerns or questions about her participation in the EDR Program following the completion of this training or at any point during her employment.

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the forgoing is true and correct.

Executed on the 13<sup>th</sup> day of April, 2021.

A handwritten signature in cursive script, reading "Amy J. Freed", is written over a horizontal line.

Amy J. Freed  
Employee Relations Senior Director  
AIG Employee Services, Inc.

# **EXHIBIT A**



**EMPLOYMENT APPLICATION****American International Companies®**

Please complete all sections of this application, even if you attach a resume.

<b>Personal Information</b>	Position Applied For: <u>Actuarial Student Program</u>		Location: <u>Houston, TX</u>	
	Last Name: <u>Mahasivam</u>		First Name: <u>Suhanthy</u>	
			Middle Initial: <u>-</u>	
	Address: Street No. <u>3002 Green Fields Dr</u>		City: <u>Sugar Land</u>	State: <u>TX</u> ZIP: <u>77479</u>
	Home Phone Number: <u>281-313-2272</u>		Alternate Phone Number: <u>713-385-2912</u>	
	Soc Sec No:		Email Address: <u>suhanthy@msn.com</u>	
	1 Check availability for work: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary <input type="checkbox"/> Summer <input type="checkbox"/> Overtime <input type="checkbox"/> Rotating Shift <input type="checkbox"/> Weekends			
	2 Salary Requirements: Are you 18 years or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Please be advised that a pay stub from your current/most recent employer will be required as a condition of any employment with AIG.)</small>			
3 Have you ever worked for an American International Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain where, when and any other name used:				
4 Do you have any relatives employed by an American International Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please give name(s) and work location(s):				
5 Have you entered into a non-disclosure or non-compete agreement or understanding of any kind which would in any way limit your ability or right to provide the company with your services as an employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach an explanation:				
6 The company does not assist or sponsor individuals in obtaining or extending employment authorizations from the U.S. Immigration and Naturalization Service or the U.S. Department of Labor except in situations where the company determines that a need exists to fill a position requiring special skills or knowledge. Are you legally authorized to work in the U.S. on a full-time basis? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>A transfer of H1B is needed. However this does not fall under any new quota.</u>				
7 If the law of the state in which you are applying restricts or prohibits the use of criminal records, you will be advised. Otherwise you should answer the following question: Have you ever been convicted, entered a plea of nolo contendere (no contest), been placed on probation or deferred adjudication for any felony whatsoever, or for a misdemeanor involving dishonesty or breach of trust, or are any such charges currently pending against you? (NOTE: A "YES" answer does not automatically disqualify a candidate from employment.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach an explanation:				
8 How did you learn about this career opportunity? <input type="checkbox"/> Newspaper or trade advertisement <input type="checkbox"/> Company Website <input type="checkbox"/> Walk-in <input type="checkbox"/> Career fair <input type="checkbox"/> College recruiting <input type="checkbox"/> Temp/Contract Assignment <input type="checkbox"/> Recruiting Firm <input checked="" type="checkbox"/> Other <u>Waylon Peoples</u> <input type="checkbox"/> Employee referral (List name of referring employee) _____ <input type="checkbox"/> Internet job posting (i.e. Monster, Careerbuilder, etc.) _____				
<b>Education</b>	<b>High School/G.E.D.</b>			
	Name: <u>Vada Hindu Girls' College</u>		Location: <u>Jaffna, Sri Lanka.</u>	
	Graduate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> G.E.D. <input type="checkbox"/> No <input type="checkbox"/> Attending			
	<b>Colleges</b>			
	1 Name: <u>University of Adelaide</u>		Location: <u>Adelaide, South Australia.</u>	
	Graduate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attending Hrs. Earned _____			
	Major: <u>Electrical &amp; Electronic.</u>			
	Degree(s) Earned: <u>Bachelor of Engineering.</u>			
	Degree in Progress _____			
	2 Name: <u>Association of Chartered Certified Accountants</u>		Location: <u>UK United Kingdom.</u>	
Graduate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attending Hrs. Earned _____				
Major: _____				
Degree(s) Earned: <u>Professional Qualification</u>				
Degree in Progress _____				



Military	<b>Military, Vocational, or Special Training</b>						
	School or Course:			Location:			
	Graduate: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attending			Hrs. Earned			
	Type of Training:						
Licenses/Designations	<b>Professional Courses/Designations (FSA, CLU, CPA, FLMI, MCSE, etc.)</b>						
	Association of Chartered Certified Accountants. (ACCA, U.K.)						
<b>Licenses (Insurance, NASD, Real Estate, Securities, etc.)</b>							
Employment and Work History	List your last (3) three employers, including the requested salary information. You may not substitute your resume for this section.						
	May we contact your current employer? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	1 Employer: McConnell & Jones LLP			Title: Auditor		Last Salary: 48k (annual)	
	Street Address: 3040 Post Oak Blvd			Phone: 713-968-1600		Major Duties: Audits of financial statements & compliance with governmental rules & regulations.	
	City: Houston			State: TX		ZIP: 77056	
	Name and title of immediate supervisor:						
	From (Mo/Yr): 10/01/2002			To (Mo/Yr): Present		List computer skills/software	
	Reason for leaving: Career Change.						
	2 Employer:			Title:		Last Salary:	
	Street Address:			Phone:		Major Duties:	
	City:			State:		ZIP:	
	Name and title of immediate supervisor:						
	From (Mo/Yr):			To (Mo/Yr):		List computer skills/software	
	Reason for leaving:						
	3 Employer:			Title:		Last Salary:	
Street Address:			Phone:		Major Duties:		
City:			State:		ZIP:		
Name and title of immediate supervisor:							
From (Mo/Yr):			To (Mo/Yr):		List computer skills/software		
Reason for leaving:							
References	Please list two (2) business references who are not related to you.						
	Name		Relationship	Title	Mailing Address	Phone Number	Fax Number
	William Pizarro		Co-worker	Auditor	-	915-329- Call 8398	-
	Brian Malone		Client Personnel	Director	-	713-718-5182	



## APPLICANT'S UNDERSTANDINGS AND AUTHORIZATIONS

The answers to the following questions are extremely important in the employment process. Please review these sections carefully and answer accurately.

**I understand that:**

- Nothing in this application or in the hiring process is to be construed as constituting a guarantee of employment. Individuals are free to resign at any time, just as the company is free to terminate employment at any time with or without cause or notice. While the company reserves the right to change an employee's position, title, job responsibilities or compensation at any time, with or without cause or notice, the voluntary "at-will" employment relationship may not be modified by any oral or implied agreement. I understand that any guarantee of future employment can only be made with the express written approval of the Chairman of the company offering to employ me.
- As a routine procedure, an investigative consumer report about me, including information on my character, general reputation, personal characteristics, and mode of living, may be prepared prior to or during my employment with an American International Company. I further understand that any offer of employment is contingent upon satisfactory results from this investigative consumer report. Additional information concerning the nature and scope of this report has been provided in a separate document entitled "Fair Credit Reporting Act Disclosure and Authorization."
- Where permitted by law, an offer of employment may be contingent upon satisfactory results from a substance abuse screening test; and further that, where permitted by law, the company may request such tests for employees based upon reasonable cause or on a random basis.
- I am required by federal law to provide documentation establishing my identity and legal right to work in the United States within three business days after commencement of my first day of employment.
- If I am employed and subsequently leave the company, I will reimburse the company for any used but unearned vacation pay received. I also authorize the company to deduct from my wages any amount owed by me to the company.
- Certain American International Companies have adopted Employee Dispute Resolution ("EDR") programs, which include both informal and formal means such as arbitration, as the sole method of resolving most employment-related disputes. Seeking or accepting employment with American General Life Companies, American General Life and Accident Insurance Company, American General Assurance Company, or American General Finance means that I agree to resolve employment-related claims against the company or another employee through this process instead of through the courts. Likewise, the company agrees to resolve these types of disputes it may have with me through the same EDR program rather than through court action. I am still free to consult or file a complaint with any governmental agency, such as the EEOC, regarding my legally protected rights. However, if I am not satisfied with the results of the government agency process, this program must be used instead of the court system. The details of the applicable EDR program, including any limitations or exclusions are furnished to each employee and are available to applicants upon request. I agree that if I either apply for or accept employment with American General Life Companies, American General Life and Accident Insurance Company, American General Assurance Company, or American General Finance, all covered claims and disputes that arise either as part of the hiring process or during employment, if I am hired, will be subject to the terms of the applicable EDR program.

**Authorizations:**

I authorize all employers, agencies and other individuals or entities possessing relevant information: to communicate freely with, and release information to, the company or its representatives. A copy of this Employment Application form is valid for such authorization. I release the company, and all individuals or entities providing information to the company, from all claims or liabilities arising out of or related to such investigation or disclosure.

I authorize the company to: (i) verify all statements contained in this Employment Application and any other information that I provide during the hiring process; (ii) make inquiries about my employment, education, military and criminal records; and (iii) obtain all other information it deems necessary in order to evaluate my application for employment.

I authorize the company to obtain information on my driving record from any relevant state agencies, in the event that I am employed in a position where for the purpose of conducting company business I regularly use my personal vehicle or I am authorized to drive any vehicle that is owned, leased or rented by the company.

By signing below, I certify that all statements made by me in this Employment Application and all other information I will provide during the application process, are or will be, true and complete. I acknowledge that any misrepresentations, falsifications, or omissions may be cause to reject my application, or terminate my employment if I am hired. I also indicate by signing below my agreement to all of the Authorizations and Understandings indicated above.

Signature P. Suhantny Date 12/5/05  
 Please Print Name SUHANTHY MAHASIVAM

# **EXHIBIT B**





**American International Companies®**  
2929 Allen Parkway RP-00  
Houston, TX 77019

## AIG American General

BRANDY HULL, SPHR  
SENIOR STAFFING CONSULTANT  
Recruiting Services

TEL NO. 713-831-6213  
FAX NO. 713-831-4334  
brandy.hull@aig.com

December 16, 2005

Ms. Suhanthy Mahasivam  
3002 Green Fields Drive  
Sugarland, Texas 77479

Dear Suhanthy,

We are very pleased to confirm our offer of employment to you for the position of Actuarial Statistician Consultant, SG 11 with the Actuarial Department of AIG American General, an AIG Member Company. This position is located in Houston, Texas and will begin on ~~Friday, December 30, 2005.~~

*Monday, January 3, 2006 PM 3V.*  
*6*

Our offer consists of the standard AIG benefits package, and the following:

- A bi-weekly salary of \$1,980.77, pursuant to our regular payroll practices, will compensate you for all hours worked, unless otherwise provided in a written policy issued by Corporate Compensation;
- 2 weeks of vacation per year beginning in the year 2006, accruing in accordance with the terms set forth in the Employee Handbook
- Benefits as outlined in the Employee Handbook and Plan documents.

This offer is contingent upon the successful results of a background investigation, including, but not limited to, verification of employment, prior salary, professional certifications, designations or licenses, drug test results and Visa clearance. As a condition of employment, you will be required to present documents to verify your employment eligibility. On the New Hire Website you will find a list of acceptable documents. Prior to starting you will also need to bring in a paycheck stub from your former employer to verify prior salary (*only if you have not done this already*).



## Suhanthi Mahasivam Offer Letter – page 2

This offer letter is not a guarantee of employment for a fixed term. You will be (as set forth in the employment application) employed at will with the privilege of terminating your employment at any time and for any reason; the company will have that same privilege. Together with the employment application this offer letter constitutes the only commitment relating to the offer of employment and supersedes any previous communications or representations, oral or written, from or on behalf of the company.

## Employee Dispute Resolution ("EDR"):

If at any time there is a dispute between you and AIG American General, during or after employment, we ask that you come directly to us to resolve the matter. In the event you and AIG American General are unable to reach a mutual agreement, and the dispute involves a legally protected right, you or AIG American General may elect to pursue mediation and/or arbitration before the trained professionals of the American Arbitration Association. Employees are still free to file charges of discrimination with the EEOC or other governmental agencies; however disputes which otherwise would have been referred to the court system are resolved through the EDR process instead. Additional information on AIG American General's EDR Program, including benefits available to you under the Legal Consultation Plan will be provided to you at New Employee Orientation or upon your request.

Please review the benefits information online (instructions enclosed), and begin filling out the paperwork. On Friday, December 30th, please report to Recruiting Services, Riviana Building, Plaza Level - Suite 270 promptly at 8:00AM to turn in your new hire paperwork. You will need to bring evidence of your prior salary such as a paycheck stub, W-2 or Form 1099 to verify prior salary and one form of identification and one form of work eligibility in order to complete your I-9 paperwork. On Monday, January 9th at 8:30AM, please report again to Recruiting Services to attend New Employee Orientation. This will take most of the morning. Please park in our visitor parking area and bring your parking ticket with you for validation. (Please note you will be asked to pay the first month's parking in advance along with a pro-rated parking fee for the remainder of the current month)

Please indicate your agreement with these terms and conditions by signing the acknowledgment below. Should you have questions about this offer, please call me at 713-831-6213. I look forward to your favorable reply.

Sincerely,

Brandy Hull, SPHR  
Senior Staffing Consultant - Recruiting Services  
American International Companies

Accepted this 2<sup>nd</sup> day of January, 2006

P. Suhanthi  
Suhanthi Mahasivam

Enclosures: Employee Benefits Website Information

# EXHIBIT C

# AIG EMPLOYMENT DISPUTE RESOLUTION PROGRAM

## PROGRAM DESCRIPTION & ARBITRATION AND MEDIATION RULES

Amended and Restated July 24, 2015

This Program applies to Employees and applicants based in the U.S., its Territories and Mobile Operating Personnel. This Program is amended and restated effective July 24, 2015 for all (i) Applicants and New Hires at AIG and all of its subsidiaries (including their subsidiaries and affiliates); (ii) Employees previously participating in this Program; and (iii) Employees previously participating in the AIG Life and Retirement Employment Dispute Resolution Program and the American General Employment Dispute Resolution Program, both of which have been merged into this Program.

**Employment or continued employment after the Effective Date of this Program constitutes consent by both the Employee and the Company to be bound by this Program, both during employment and after termination of employment, unless the Employee previously declined coverage during the applicable time frame. Submission of an application for employment regardless of form, constitutes consent by both the applicant and the Company to be bound by this Program and applicants may not decline coverage.**

### PROGRAM DESCRIPTION

#### 1. Purpose and Construction

This Program is designed to provide for the efficient, fair, accessible, and inexpensive resolution of legal disputes between the Company and its present and former employees, as well as applicants for employment. The Program is intended to create an exclusive procedural mechanism for the final resolution of all disputes falling within its terms. It is not intended either to abridge or enlarge substantive or remedial rights available under existing law. The Program is a contract but it does not modify the "at will" employment relationship between the Company and its employees. The Program should be interpreted in accordance with these purposes.

#### 2. Definitions

- A. "AAA" means the American Arbitration Association.
- B. The "Act" means the Federal Arbitration Act, 9 U.S.C., sec. 1 *et seq.*
- C. "Company" means as appropriate, American International Group, Inc., and all of its subsidiaries (including their subsidiaries and affiliates), to the extent these entities employ employees in the U.S. or in its territories or who are Mobile Overseas Personnel ("MOP").
- D. "Description" means this Program Description of the AIG Employment Dispute Resolution Program, as amended from time to time.
- E. "Dispute" means any legal or equitable claim, demand or controversy, in tort, in contract, under statute, or alleging violation of any legal obligation, (i) between the Company and an Employee or any other person bound to resolve disputes under this Program; (ii) between Employees if in any way related to their employment with the Company; and (iii)



asserted against a Third Party Beneficiary which relates to, arises from, concerns or involves in any way:

1. the Program, the Description, or the Rules;
  2. the employment, reemployment, or application for employment of an Employee, including the terms, conditions, or termination of such employment and events that may occur after any such termination of employment;
  3. Non-ERISA covered employee benefits or incidents of employment with the Company;
  4. any other matter related to the relationship between an Employee and the Company including, by way of example and without limitation, all claims or disputes arising out of the interpretation or enforcement of any duties, rights, or obligations of the Parties set forth in any employment agreement, all claims amounting to a common law tort, and all claims under any federal, state, or local human rights or employment rights statutes and regulations or wage and hour statutes and regulations, including, but not limited to Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, Title 42 U.S.C. Section 1981, the Civil Rights Act of 1991, the Fair Labor Standards Act, and any similar state or local statute or regulation, or any state or local retaliatory discharge statute or regulation, whether the basis for the dispute arises at the time of application for employment, during employment or as a consequence of the termination of employment or as a consequence of the Company's attempt to enforce an employment agreement provision after termination of employment;
  5. any prior resolution or settlement of a Dispute between Parties subject to the Program; and
  6. any personal injury or death allegedly incurred in or about a Company workplace or on Company time (other than those that are compensable under applicable workers' compensation laws).
- F. "Effective Date" means July 24, 2015, except that Disputes for which a Party had actual notice, through the filing of a charge or claim with a regulating agency, or court or for which a Party had initiated a Mediation or Arbitration through the AAA prior to July 24, 2015 shall continue to be governed in accordance with the terms of the applicable program then in effect including, if appropriate, the AIG Life and Retirement Employment Dispute Resolution Program or the American General Employment Dispute Resolution Program.
- G. "Employee" means any applicant for employment, employee or former employee of any Company, who is subject to United States laws applicable to employees.
- H. "Party" means a person or entity who has asserted a Dispute covered by the Program, or from whom a remedy is sought with respect to a Dispute that is covered by the Program.
- I. "Program" means the AIG Employment Dispute Resolution Program and encompasses the Description and Rules.<sup>1</sup>
- J. "Rules" means the AIG Arbitration and Mediation Rules.

- K. "Third Party Beneficiary" means (i) any entity or person alleged to have joint and several liability with the Company concerning any Dispute; (ii) the Company's past, present, and future parents, subsidiaries, affiliates, owners, officers, directors, employees, agents, contractors, legal counsel, and successors and assigns against whom a Dispute is asserted, if such Dispute relates in any way to the Company; and (iii) the Company's clients, customers, contractors, and vendors and the owners, officers, directors, and employees of same against whom a Dispute is asserted, if such Dispute relates in any way to the Company.

### **3. Application and Coverage**

- A. This Program applies to and binds the Company, each Employee who is in the employment of the Company who did not decline coverage during the applicable opt out period, who is employed or makes application for employment with the Company on or any time after the Effective Date of this Program, and the heirs, beneficiaries and assigns of any such persons.
- B. Except as provided for herein, the Program applies to any Dispute.
- C. Notwithstanding anything to the contrary in the Description or Rules, the Program does not apply to (i) any claim that relates to a Company "employee benefit plan" (within the meaning of section 3(3) of ERISA), except to the extent such claim is based on an alleged violation of section 510 of ERISA; (ii) the Sarbanes-Oxley Act of 2002, as amended by the Dodd-Frank Act Wall Street Reform and Consumer Protection Act; (iii) claims for benefits under workers' compensation laws; (iv) unemployment compensation claims; or (v) claims under any policy of insurance issued by the Company or other claims arising as a result of Company business relationships. The determination as to whether a particular claim falls into one of the excluded categories in the preceding sentence is to be decided by a court of competent jurisdiction and not by the arbitrator.
- D. Notwithstanding any other provision of the Description or Rules, a Party may apply to a court with jurisdiction over the Parties for temporary, preliminary, or emergency injunctive relief that, under the legal and equitable standards applicable to the granting of such relief, is necessary to preserve the rights of that Party pending the arbitrator's modification of any such injunction or determination of the merits of the Dispute.
- E. Mediation and arbitration are only available for Disputes involving legally protected rights.

### **4. Resolution of Disputes**

- A. All Disputes not otherwise settled by the Parties shall be finally and conclusively resolved through arbitration under the Program, which provides the exclusive, final and binding method by which Disputes are resolved.
- B. Each Dispute shall be arbitrated on an individual basis. Neither the Company nor any Employee may pursue any Dispute as a class action or collective action on behalf of other persons or entities who are claimed to be similarly situated, or participate as a class member in an arbitration under the Program. The arbitrator in any arbitration under the Program has no authority to conduct the arbitration as a class or collective action.

### **5. Amendment**

The Program, the Description, and the Rules may be amended by the Company by giving 30 days' notice to current Employees. No amendment shall apply to a Dispute of which a Party had

actual notice, through the filing of a charge or claim with a regulating agency, court or AAA, as of the effective date of the amendment.

## **6. Termination**

The Program may be terminated by the Company by giving 30 days' notice of termination to current Employees. Termination shall not be effective as to Disputes of which the Company had actual notice, through the filing of a charge or claim with a regulating agency, court or AAA, as of the effective date of the termination.

## **7. Applicable Law**

- A. The Act shall apply to the Program, this Description, and the Rules, and any arbitration conducted under the Program, including any actions to compel, enforce, vacate or confirm proceedings, awards, orders of an arbitrator, or settlements under the Program or the Rules. The applicability of the Act (1) shall not depend on a determination that the relationship between an Employee or Applicant and the Company involves commerce; and (2) shall not be affected by a determination that any exemption or exclusionary provision of the Act (including that concerning foreign or interstate transportation workers) applies to such relationship.
- B. The substantive legal rights, remedies and defenses of all Parties are preserved. In the case of arbitration, the arbitrator shall have the authority to determine and implement the applicable law and to order any and all relief, legal or equitable, including punitive damages, attorneys' fees, and costs, which a Party could obtain from a court of competent jurisdiction on the basis of the claims made in the Dispute that were submitted to and decided by the arbitrator.
- C. Other than as expressly provided herein, or in the Rules, the Program shall not be construed to grant additional substantive legal or contractual rights, remedies or defenses which would not be applied by a court of competent jurisdiction in the absence of the Program. Except as provided herein, all applicable statutes of limitation that otherwise apply to a Dispute will apply.

## **8. Time for Filing; Limitations**

- A. In the event that the Employee does not file a discrimination charge or other claim with an appropriate administrative agency prior to initiating mediation or arbitration, the mediation or arbitration must be initiated, in conformance with Rule 2, within the applicable deadline for filing an administrative charge or claim in the state where the employee is located. Failure to do so will bar the claim.
- B. If a Party initiates judicial proceedings rather than proceedings under these Rules within the time allowed by applicable law for the filing of a judicial complaint and thereafter agrees or is ordered by the court to submit the Dispute to arbitration under the Program, the Party must initiate arbitration, in conformance with Rule 2, below within 60 days of entry of the court's order or the disposition of any immediate appeal of such order, or the time allowed by applicable law for the filing of a judicial complaint, whichever is longer. Failure to do so will bar the claim.
- C. If a Party files a request for mediation within the time allowed by applicable law for the filing of a judicial complaint, the Party must initiate arbitration, in conformance with Rule 2, within 30 days of the conclusion of the mediation or the time allowed under the applicable statute of limitations, whichever is longer. Failure to do so will bar the claim.

**9. Administrative Proceedings**

- A. The Program does not preclude an employee or applicant from filing a complaint or charge with any federal, state, or other government agency.
- B. Participation in any administrative proceeding by a Party shall not affect the applicability of the Program to any such dispute upon termination of the administrative proceedings. A finding, recommendation or decision by an administrative body on the merits of a Dispute subject to this Program shall have the same legal weight or effect under the Program as it would in a court of competent jurisdiction.

**10. Severability**

- A. The terms of this Program and the Rules are severable. The invalidity or unenforceability of any provision therein shall not affect the application of any other provision. Where possible, consistent with the purposes of the Program, any otherwise invalid provision of the Description or the Rules may be reformed and, as reformed, enforced.
- B. Notwithstanding the foregoing, if section 4(B) of the Description is declared invalid or unenforceable by a court with respect to a proceeding in which a Party seeks to pursue a Dispute on a class or collective action basis or otherwise to act in a representative capacity, then the Program shall not apply with respect to that class or representative action which shall proceed instead before the court. If the court ultimately denies the Party's request to proceed on a class, collective or representative basis, then the Party's individual claim(s) shall be subject to the Program and referable to arbitration pursuant to its terms.

**11. Consent**

Employment or continued employment after the Effective Date of this Program constitutes consent by both the Employee and the Company to be bound by this Program, both during employment and after termination of employment. Employees who were offered an opportunity to decline coverage and did not do so are covered by this Program. Submission of an application for employment regardless of form, constitutes consent by both the applicant and the Company to be bound by this Program. Applicants may not decline coverage under this Program.

## **MEDIATION PROCEDURES AND ARBITRATION RULES**

**1. Application**

- A. To the extent consistent with these Rules, the Mediation Procedures and the Employment Arbitration Rules of the AAA also apply to all proceedings governed by these Rules.
- B. These Rules apply in the form existing at the time proceedings are initiated under them.
- C. If different rules, applicable to a specific class of Disputes, have been adopted by the Company and served on AAA, these Rules shall not apply.

**2. Initiation of the Process**

- A. A Party may initiate mediation or arbitration under these Rules, subject to any defenses applicable to the timeliness of the claim, including limitations and laches. Although either Party to a Dispute shall have the right to initiate arbitration, the Party seeking monetary or other affirmative relief shall have the obligation to do so for all purposes, including limitations and laches.
- B. An Employee may initiate mediation under the Rules by filing a written request for mediation with AAA and tendering fifty dollars (\$50.00) to be applied to AAA or mediator fees. A request for mediation by a Party, whether by the Employee or the Company, must include a statement of claims in which the Party identifies all causes of action that the Party seeks to mediate, as well as a brief description of the factual basis for each cause of action.
- C. The Parties may agree to mediate their Dispute by selecting a mutually agreeable mediator and proceeding to mediation without the administrative oversight of AAA. In the event an Employee initiates mediation pursuant to this subsection, the \$50 payment referenced in section 2(B) shall be tendered directly to the mediator.
- D. The Parties must have mediated their Dispute prior to filing an application for arbitration. A Party may initiate proceedings by arbitration under the Rules by filing a written request for arbitration with AAA. Such request must also include a statement of claims in which the Party identifies all causes of action asserted by that Party, a brief description of the factual basis for each cause of action, the remedy sought, and the hearing locale requested.
- E. Copies of the request for arbitration shall be served on all other Parties to the Dispute by AAA.
- F. Parties against whom an Arbitration Demand has been filed shall file an answering statement within 30 days of receiving from AAA a copy of the Demand for Arbitration, unless otherwise agreed by the Parties or with the consent of the arbitrator. The answering statement shall include any counter-claims.

**3. Appointment of Mediator and/or Arbitrator**

- A. All Disputes will be heard by a single arbitrator unless the Parties otherwise agree in writing. Immediately after submission of an application for arbitration, AAA shall send simultaneously to each Party an identical list of names of persons chosen from a panel of qualified arbitrators which AAA shall select and maintain. Each Party to the Dispute shall have fourteen (14) days from the transmittal date to strike any names objected to, number the remaining names in order of preference, and return the list to AAA. If a Party does not return the list within the time specified, all persons therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the order of mutual preference, AAA shall invite the proposed arbitrator to serve. Any Party shall have the right to strike one list of arbitrators in its entirety. When a Party exercises this right, or when the Parties' selections did not result in a mutually agreeable arbitrator, AAA shall issue a new list of arbitrators consistent with the above procedures. In the event that the Parties' selections do not result in a mutually agreeable arbitrator after receiving two lists from AAA, then AAA shall provide a third list of prospective arbitrators and shall limit the number of strikes that each Party has such that the strike and rank process shall yield at least one name that has not been struck by either Party. From among the persons who have been approved on both lists, and in accordance with the order of mutual preference, AAA shall invite the arbitrator to serve.

- B. The same selection process described in Rule 3(A) regarding arbitration shall be applied to the selection and appointment of a mediator through AAA.

**4. Qualifications of the Mediator or Arbitrator**

No person shall serve as a mediator or arbitrator in any matter in which that person has any financial or personal interest in the result of the proceeding. No person shall serve as an arbitrator unless s/he is a licensed attorney. Prior to accepting appointment, the prospective mediator or arbitrator shall disclose any circumstance likely to prevent a prompt hearing or create a presumption of bias. Upon receipt of such information, AAA will either disqualify that person or communicate the information to the Parties for comment. Thereafter, AAA may disqualify that person and its decision shall be conclusive.

**5. Vacancies**

If a vacancy occurs for any reason (including because of disqualification pursuant to Rule 4) or if an appointed arbitrator is unable to serve promptly, the appointment procedure in Rule 3 herein shall apply to the selection of a substitute arbitrator.

**6. Date, Time and Place of Mediation and Arbitration**

- A. If the Parties are unable to agree on a locale for the mediation, AAA shall have the authority to consider the Parties' arguments and determine the locale.
- B. Unless otherwise agreed by the Parties, except as otherwise provided in the following paragraph of this subsection B, the arbitration shall occur at an AAA hearing site located nearest to the Company office where the Employee is currently employed or, if the Employee's employment has terminated, where the Employee was last employed. An AAA hearing site may be an AAA managed location or an office provided by or arranged for by the arbitrator.

In the event the Dispute arose when the Employee is on an assignment outside the United States, the Parties shall mutually agree to the place of the arbitration. If the Parties are unable to agree on a locale for the arbitration, AAA shall have the authority to consider the Parties' arguments and determine the locale. In making this decision, the convenience of the Parties, the location of the witnesses, and the costs and time associated with travel of the Parties and witnesses shall be taken into account.

In no event shall the hearing be set in a locale where venue would be improper under applicable law.

- C. The arbitrator shall set the date and time of the arbitration, hearing or other proceeding. Notice of the hearing on the merits shall be given in writing and at least sixty (60) days in advance unless otherwise agreed by the Parties. All other hearings shall be scheduled at a time that is mutually agreeable to the arbitrator and the Parties unless the arbitrator determines that a shorter time is necessary.

**7. Arbitration Conferences**

After the appointment of the arbitrator, the arbitrator or AAA may notice and hold an initial conference at which time the arbitrator shall enter a scheduling order and set the date for the hearing on the merits. At the request of AAA or of a Party or on the initiative of the arbitrator, the



arbitrator or AAA may notice conferences for the discussion and determination of any additional matter which will expedite the hearing, including:

- A. venue,
- B. clarification of issues,
- C. determination of preliminary issues, including summary determination of dispositive legal issues,
- D. discovery,
- E. setting or modification of the time and location of hearings or conferences,
- F. interim legal or equitable relief authorized by applicable law,
- G. pre or post hearing memoranda,
- H. stipulations,
- I. any other matter of substance or procedure.

**8. Mode of Hearings and Conferences**

In the discretion of the arbitrator or by agreement of the Parties, conferences and hearings may be conducted by telephone or by written submission as well as in person.

**9. Arbitration Discovery**

Discovery shall be conducted in accordance with the Federal Rules of Civil Procedure and may take any form permitted by the Federal Rules of Civil Procedure, subject to the following limitations:

- i. Each Party shall be entitled to depose three fact witnesses;
- ii. Each Party shall be entitled to serve one set of no more than 25 written interrogatories, including all discrete subparts, upon the other Party; and
- iii. Each Party shall be entitled to serve one request for production of documents upon the other Party.

The arbitrator shall have the authority in his or her discretion to permit additional discovery.

**10. Representation**

Any Party may be represented by counsel or by any other authorized representative.

**11. Attendance at Hearings**

The arbitrator and the Parties shall maintain the confidentiality of the hearings to the extent permitted by law. Any Party is entitled to attend the hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a Party or other essential person, during the testimony of any other witness. The arbitrator shall determine whether any other person may attend the hearing. Upon the request of any Party, the arbitrator shall exclude any witness, other than a Party, during the testimony of any other witness.



**12. Postponement**

The arbitrator, for good cause shown by a Party, or on agreement of the Parties, shall postpone any hearing or conference.

**13. Oaths**

Before proceeding with the first hearing, the arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and if required by law or requested by any Party, shall do so.

**14. Procedure**

The hearings shall be conducted by the arbitrator in whatever order and manner will most expeditiously permit full presentation of the evidence and arguments of the Parties.

**15. Arbitration in the Absence of a Party**

The arbitrator may proceed in the absence of Parties or representatives who, after due notice, fail to be present or fail to obtain a postponement. An award shall not be made solely on the default of a Party. The arbitrator shall require any Party who is present to submit such evidence as the arbitrator may require for the making of an award.

**16. Evidence**

- A. The arbitrator shall be the sole judge of the relevance, materiality and admissibility of evidence offered. Strict conformity to legal rules shall not be necessary.
- B. The arbitrator may subpoena witnesses or documents at the request of a Party or on the arbitrator's own initiative.
- C. The arbitrator may consider the evidence of witnesses by affidavit or declaration, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.

**17. Post Hearing Submissions**

- A. All documentary evidence to be considered by the arbitrator shall be filed at the hearing, unless the arbitrator finds good cause to permit a post hearing submission. All Parties shall be afforded an opportunity to examine and comment on any post hearing evidence. The arbitrator shall permit the filing of post hearing briefs at the request of a Party and shall determine the procedure and timing of such filings.
- B. Notwithstanding the foregoing, upon agreement of the Parties, the arbitrator shall bifurcate the issues of attorneys' fees and costs from all other issues and decide these issues, if necessary, in a supplemental award.

**18. Closing and Reopening of Hearing**

- A. When the arbitrator is satisfied that the record is complete, including the submission of any post hearing briefs or documents permitted by the arbitrator, the arbitrator shall declare the hearing closed.

- B. The hearing may be reopened on the arbitrator's initiative or upon application of a Party, at any time before the award is made.

**19. Waiver of Procedures**

Any Party who fails to object in writing within 30 days after knowledge that any provision or requirement of these procedures has not been complied with, shall be deemed to have waived the right to object.

**20. Service of Notices and Papers**

Any papers, notices, or process necessary or proper for the initiation or continuation of any proceeding under these Rules (including the award of the arbitrator; for any court action in connection therewith; or for the entry of judgment on an award made under these procedures) may be served on a Party by mail addressed to the Party or his representative at the last known address or by personal service. The AAA, the Parties, and the arbitrator may also use facsimile transmission, e-mail, or other written forms of electronic communication to give any notices required by these procedures.

**21. Communications with the AAA and the Company**

- A. Any Party may notice, serve or communicate with AAA as follows:

Regional Administrator  
American Arbitration Association  
13727 Noel Road, Suite 700  
Dallas, Texas 75240-6636  
Phone: 972-702-8222  
Fax: 972-490-9008  
website: www.adr.org

- B. Any Party may communicate with the Company by contacting:

AIG HR Shared Services  
Attn: AIG Employment Dispute Resolution Program  
2727 Allen Parkway  
W2-00  
Houston, Texas 77019  
713 831-8411  
800 265-5054  
hrsharedservices@aig.com

**22. Communication with the Arbitrator**

There shall be no communication between the Parties and the arbitrator other than at any oral hearings or conferences. Any other oral or written communications from the Parties to the arbitrator shall be directed to the AAA (and copied to the Parties) for transmission to the arbitrator, unless the Parties and the arbitrator agree otherwise.

**23. Time of Award**

The award shall be promptly made by the arbitrator and, unless otherwise agreed by the Parties or specified by applicable law, no later than thirty (30) days from the date of the closing of the hearing or the closing of a reopened hearing, whichever is later.

**24. Form of Award**

The award shall be in writing and shall be signed by the arbitrator. In all cases, the arbitrator shall prepare a statement of the reasons for the decision. The award shall be executed in any manner required by applicable law. Neither the award nor the opinion of the arbitrator shall be considered as binding on the Company in any Dispute with any other Employee. Nothing in this section shall prohibit the introduction into evidence of a prior arbitration award involving the same Parties.

**25. Modification of Award**

On order of a court of competent jurisdiction, or on agreement of the Parties, the arbitrator shall modify any award. The arbitrator may modify an award on the motion of a Party if the arbitrator finds that the award as rendered is ambiguous or defective in form, or if the award requires an illegal or impossible act. These are the only circumstances under which an arbitrator shall have jurisdiction to withdraw or modify an award.

**26. Settlement**

If the Parties settle their dispute during the course of the arbitration, the Parties may enter into a private settlement agreement, or may request that the arbitrator set out the terms of the settlement in a consent award.

**27. Scope of Arbitrator's Authority**

- A. The arbitrator's authority shall be limited to the resolution of legal disputes between the Parties. As such, the arbitrator shall be bound by and shall apply applicable law including that related to the allocation of the burden of proof as well as substantive law. The arbitrator shall not have the authority either to abridge or enlarge substantive rights available under existing law. The arbitrator may also grant emergency or temporary relief which is or would be authorized by applicable law.
- B. The arbitrator shall not have the power to hear any claims in arbitration as a class or collective action.
- C. The arbitrator shall have the authority to decide dispositive motions. The arbitrator shall establish a briefing scheduling for any such motions and shall permit all Parties adequate time to respond and reply to the motion.

**28. Judicial Proceedings and Exclusion of Liability**

- A. Neither the AAA nor any arbitrator is a necessary party in any judicial proceeding relating to proceedings under these Rules.
- B. Neither the AAA nor any arbitrator shall be liable to any Party for any act or omission in connection with any proceeding within the scope of these Rules.
- C. Any court of competent jurisdiction may compel a Party to proceed under these Rules at any place and may enforce any award made.
- D. Parties to these Rules shall be deemed to have consented that judgment upon the award of the arbitrator may be entered and enforced in any federal or state court of competent jurisdiction.

- E. Initiation of, participation in, or removal of a legal proceeding shall not constitute waiver of the right to proceed under these Rules.
- F. Either Party may seek injunctive relief from the arbitrator. In addition, either Party may seek temporary, preliminary, or emergency injunctive relief from a court of competent jurisdiction as is necessary to protect the rights or property of that Party. Any injunctive relief issued by a court under this provision shall remain in force pending a determination by the arbitrator as to the merits of the Dispute although the arbitrator shall, at all times, have the authority to modify any such injunction.

**29. Fees and Expenses**

- A. Costs of conducting discovery, including without limitation, court reporting fees, shall be borne by the Party initiating such discovery unless otherwise provided by law or in the award of the arbitrator. Similarly, the expenses of witnesses shall be borne by the Party producing such witnesses, except as otherwise provided by law or in the award of the arbitrator.
- C. All attorney's fees shall be borne by the Party incurring them except as otherwise provided by law or in the award of the arbitrator.
- D. Except as provided in these Rules, an Employee shall not be responsible for the filing fees, facilities fees, hearing fees, or other administrative fees of the AAA, or the fees or expenses of the mediator or arbitrator.
- D. If the demand for mediation or arbitration is initiated by the Company, all filing fees, facilities fees, hearing fees and other administrative fees of the AAA, as well as the fees and expenses of the mediator and/or arbitrator, will be paid by the Company.
- E. Except as otherwise provided by law or in the award of the arbitrator, all other expenses, fees and costs of proceedings under these Rules shall be borne equally by the Parties.
- F. A prevailing Party, as that term is defined by applicable law, may seek fees and costs and the arbitrator is authorized to award fees and costs consistent with applicable law. However, any award of fee shall be reduced by any amounts which have been or will be paid by the AIG Legal Consultation Plan to a prevailing Employee. In the event that the Company is a prevailing Party, any recovery of costs may not include the fees (including arbitrator's and mediator's fees) and expenses paid by the Company to AAA for the administration of the arbitration or mediation.

**30. Interpretation and Application of These Rules**

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. All other rules shall be interpreted and applied by the AAA.

**31. Applicable Law**

- A. These proceedings and any judicial review of awards under these rules shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*
- B. Except where otherwise expressly provided in these Rules, the substantive law applied shall be state or federal substantive law which would be applied by a United States District Court sitting at the place of the hearing.

# EXHIBIT D

# **AIG LIFE AND RETIREMENT EMPLOYMENT DISPUTE RESOLUTION PROGRAM**

## **PROGRAM DESCRIPTION & ARBITRATION AND MEDIATION RULES**

(Effective January 1, 2013)

Employment or continued employment after the Effective Date of this Program constitutes consent by both the Employee and the Company to be bound by this Program, both during employment and after termination of employment, unless the Employee declined coverage on or prior to January 8, 2013. Submission of an application for employment, regardless of form, constitutes consent by both the applicant and the Company to be bound by this Program and applicants may not decline coverage.

### **PROGRAM DESCRIPTION**

#### **1. Purpose and Construction**

This Program is designed to provide for the efficient, fair, accessible, and inexpensive resolution of legal disputes between the Company and its present and former employees, as well as applicants for employment. The Program is intended to create an exclusive procedural mechanism for the final resolution of all disputes falling within its terms. It is not intended either to abridge or enlarge substantive or remedial rights available under existing law. The Program is a contract but it does not modify the "at will" employment relationship between the Company and its employees. The Program should be interpreted in accordance with these purposes.

#### **2. Definitions**

- A. "AAA" means the American Arbitration Association.
- B. The "Act" means the Federal Arbitration Act, 9 U.S.C., sec. 1 *et seq.*
- C. "Company" means as appropriate, American General Life Insurance Company or The Variable Annuity Life Insurance Company ("VALIC") and all of their subsidiaries (including subsidiaries and affiliates of its subsidiaries).
- D. "Description" means this Program Description of the AIG Life and Retirement Employment Dispute Resolution Program, as amended from time to time.
- E. "Dispute" means any legal or equitable claim, demand or controversy, in tort, in contract, under statute, or alleging violation of any legal obligation, (i) between the Company and an Employee or any other person bound to resolve disputes under this Program; (ii) between Employees if in any way related to their employment with the Company; and (iii) asserted against a Third Party Beneficiary which relates to, arises from, concerns or involves in any way:
  - 1. the Program, the Description, or the Rules;

# EXHIBIT E





Welcome to AIG

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# Working Together (continued)

## Employment Dispute Resolution (EDR) Program

The Employment Dispute Resolution (EDR) program provides a four-step procedure to resolve disputes between you and AIG or between you and another employee. The four (4) steps of the procedure are:

**Step One:** Open Door Work Environment

**Step Two:** Employee Relations Review

**Step Three:** Mediation

**Step Four:** Arbitration

If any area of your work is causing you concern, you have the responsibility to address your concern with a manager. As a first step, you are encouraged to present concerns to your immediate manager. You may present your concern verbally or in writing. Most problems can and should be solved at this level.

If you are uncomfortable discussing an issue with your manager, or not entirely satisfied with the response, you are encouraged to speak with a more senior member of your management or the division head. If you seek resolution of your concern at the most senior management level in your division, then you are encouraged, but not required, to present your case in writing.

### Employee Relations Review

If you are still not satisfied with the result, or if you have elected to bypass your management, you may initiate a review by Employee Relations. An Employee Relations representative will look into the situation and work with you and the appropriate member of management to resolve your concerns.

This process may take anywhere from a few days to several weeks, depending on the complexity of the concern. The information gathered is reviewed only by those who have a need to know about the particular situation.

If your dispute does not involve a legally protected right, the Employee Relations review is the final step in the Employment Dispute Resolution (EDR) Program. If your dispute does involve a legally protected right, you may elect Mediation.

### Mediation

If an issue cannot be resolved by management or Employee Relations you may choose to take issues related to legally protected rights to Mediation. Mediation is a confidential meeting in which an outside, neutral third party, called a mediator, assists you and the Company or you and another participating employee in finding a solution to resolve a dispute. The role of the mediator is to open up communication, make suggestions and assist the parties in developing their own resolution. The mediator does not render a decision or make a judgment. If an agreement is reached, the parties will enter into a written settlement agreement.

### Arbitration

If your concern was not settled in Mediation, then you or the Company may elect Arbitration. Arbitration is a process in which the parties' employment-related dispute is presented to an outside, neutral third party; the arbitrator, for a final decision that is binding for both you and the Company.

For further information on the EDR Program, please see materials about the program on Contact: [[https://contact.aig.net/US-Employee-Dispute-Resolution\\_1246\\_478505.html](https://contact.aig.net/US-Employee-Dispute-Resolution_1246_478505.html)]

# **EXHIBIT F**



*This certificate is awarded to*

**Suhanthy Mahasivam**

*for the successful completion of the course*

**AIG Life and Retirement EDR Program Overview**

*By AIG Instructor-Led Training*

**Date:** 2/27/2017

# **EXHIBIT G**

# AIG Life and Retirement Employment Dispute Resolution Program

Effective January 1, 2013

AIG Life and Retirement

AIG Life and Retirement is committed to providing an open-door work environment in which you feel comfortable discussing any concerns you may have and confident that any issues you raise receive the appropriate attention.

With this in mind, AIG Life and Retirement has established the Employment Dispute Resolution (EDR) Program.

AIG Life and Retirement

## A Four Step Procedure

The EDR Program provides an effective and efficient four step procedure to resolve disputes between you and the company or between you and another employee. The four steps of the procedure are:

- Step One: **Open Door Policy**
- Step Two: **Employee Relations Review**
- Step Three: **Mediation**
- Step Four: **Arbitration**

The **Open Door Policy** encourages you to talk to a member of management in your department or unit starting with your immediate manager.

The **Employee Relations Review** provides you with another path that you may take to try to resolve employment-related disputes if you do not feel your department management is providing resolution, or if your concerns include your immediate manager or a member of management in your department or unit.

**Mediation** and **Arbitration** provide additional means of resolution to certain disputes if you are unable to resolve them internally.



## EDR Program Benefits

Companies throughout the financial services industry such as Citigroup, JP Morgan Chase, The Hartford, Travelers and CIGNA have an EDR program in place to resolve workplace disputes.

An EDR program has been in place at American General Life and AGLA for many years. More than 6000 employees of AIG Life and Retirement are currently covered under the American General EDR program. Extending the EDR Program throughout AIG Life and Retirement will ensure that a consistent approach to resolving workplace disputes is used throughout the company.

### The EDR Program:

- Provides a procedure for resolving employment-related disputes;
- Encourages employee involvement;
- Preserves working relationships;
- Promotes quick and impartial resolution of disputes; and
- Limits legal costs for you and the Company.

## EDR Program Coverage and Exclusions

- Most employment-related issues that arise during or after your employment with AIG Life and Retirement are covered under Step One – Open Door Policy and Step Two – Employee Relations Review.
- Only disputes involving legally protected rights are covered under Step Three – Mediation and Step Four – Arbitration.

*In general, a “legally protected right” means any claim or dispute that a court (Judge or Jury) would otherwise decide. This may include claims, demands or actions for discrimination, retaliation or harassment on the basis of race, color, religion, gender, national origin, ethnicity, age, disability, genetic information, marital status, military service, gender identity or expression or sexual orientation, or any other characteristic protected by federal, state or local law.*

Other examples of legally protected rights include wrongful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, violation of public policy or any other cause of action relating to employment or the termination of employment.

- Certain disputes, like disputes concerning employee benefit plans that are covered by ERISA, claims for Workers Compensation, claims for unemployment insurance benefits and others (as detailed in the Program Description & Rules) are not covered under this Program.

## Important Information about the EDR Program and the Legal Consultation Plan

- As a participant, the AIG Life and Retirement Employment Dispute Resolution Program is the sole means of resolving employment-related disputes between you and the company or you and another employee, including disputes for legally protected rights, unless otherwise prohibited by law.
- You are still free to consult or file a complaint with any appropriate local, state or federal agency, such as the U.S. Equal Employment Opportunity Commission (EEOC), regarding your legally protected rights. However, following the completion of the agency review, this program must be used instead of the court system, unless otherwise prohibited by law.
- AIG Life and Retirement has access to legal advice through its Law Department and through outside attorneys. You may also wish to use an attorney either to represent you during mediation or arbitration or as a consultant. The choice of whether to use an attorney to help you in any part of the mediation or arbitration process is yours. If you decide to seek legal advice, **the AIG Life and Retirement Legal Consultation Plan (the “Legal Consultation Plan”) may offer you financial assistance up to \$2,500.**

## AIG Life and Retirement EDR Program At a Glance

STEP	WHAT	WHO	WHY	HOW
1. Open Door Policy	Allows you to discuss concerns with various levels of management. <ul style="list-style-type: none"> <li>• Informal</li> <li>• Covers work-related disputes</li> <li>• Encourages early resolution</li> </ul>	Department Management beginning with immediate manager and continuing up to most senior level of management if necessary	<ul style="list-style-type: none"> <li>• Early resolution to problem</li> <li>• Open and flexible</li> <li>• Easily accessible</li> </ul>	Present concern to your immediate manager, progress upwards as appropriate
2. Employee Relations Review	Allows you to discuss your concerns with Employee Relations, who will seek a fair resolution. <ul style="list-style-type: none"> <li>• Informal</li> <li>• Non-binding</li> </ul>	HR Shared Services and Employee Relations	<ul style="list-style-type: none"> <li>• Fact finding to get all relevant information</li> <li>• Opportunity to resolve dispute within company</li> <li>• Discreet, on a need-to-know basis</li> </ul>	Contact HR Shared Services by phone at 1-800-265-5054 or 1-713-831-8411 or via email at HRSharedServices@aig.com

### Only disputes for legally protected rights are covered under Step Three – Mediation and Step Four – Arbitration.

In general a “legally protected right” means any claim or dispute that a court (Judge or Jury) would otherwise decide. This may include claims, demands or actions for discrimination, retaliation or harassment on the basis of race, color, religion, gender, national origin, ethnicity, age, disability, genetic information, marital status, military service, gender identity or expression or sexual orientation, or any other characteristic protected by federal, state or local law.

3. Mediation	Allows you to take your dispute to an outside, neutral third party for resolution through assisted negotiation. <ul style="list-style-type: none"> <li>• Informal</li> <li>• Covers only legally protected rights</li> <li>• Non-binding unless parties agree to settle dispute</li> <li>• Legal representation allowed</li> </ul>	Third-party mediator from American Arbitration Association (AAA)	<ul style="list-style-type: none"> <li>• Confidential</li> <li>• Benefit of neutral, third-party expert to help in negotiation</li> <li>• You have considerable input to the process</li> <li>• Fast and inexpensive</li> <li>• Helps preserve working relationships</li> <li>• Pre-requisite for Arbitration</li> </ul>	Submit Request for Mediation form with \$50 to AAA at the following address:  AAA Dallas Case Mgmt. Ctr. 13455 Noel Road Suite 1750 Dallas, TX 75240-6620
4. Arbitration	Allows you to take your dispute to an outside neutral third party for resolution by binding decision. Structured, but less formal than court trials. <ul style="list-style-type: none"> <li>• Covers only legally protected rights</li> <li>• Decision binding on you and the company</li> <li>• Legal representation allowed</li> </ul>	Third-party arbitrator from AAA	<ul style="list-style-type: none"> <li>• Confidential</li> <li>• Benefit of neutral, third-party expert to make final decision</li> <li>• Full recovery possible</li> <li>• Proceedings are private</li> <li>• Resolution quicker than traditional litigation</li> <li>• Process is simpler, more economical and offers more control and convenience than in a court trial</li> <li>• Helps preserve working relationships</li> </ul>	Submit Demand for Arbitration form to AAA at the following address:  AAA Dallas Case Mgmt. Ctr. 13455 Noel Road Suite 1750 Dallas, TX 75240-6620

## Next Steps

- Familiarize yourself with the details of the AIG Life and Retirement EDR program by reviewing the EDR brochure and plan documents.

***You can access the documents on AIG Contact by pasting the following address in your browser and selecting Employment Dispute Resolution on the left hand side of the page.***

***[https://contact.aig.net/HRsharedservices\\_1246\\_388548.html](https://contact.aig.net/HRsharedservices_1246_388548.html)***

- You have the option to decline participation in the AIG Life and Retirement EDR program.

***This decision is entirely up to you. To give you time to consider your decision, the company has established a deadline of no later than 11:59pm Central Standard Time on Tuesday, January 8, 2013 to decline to participate in the AIG Life and Retirement EDR program.***

- To exercise the option to decline coverage in the AIG Life and Retirement EDR program, you must access the task named Decline Participation in AIG Life and Retirement EDR in Talent Connection, select the option of “Decline to Participate” and submit.

***If you do not decline to participate by the January 8, 2013 deadline, you are agreeing to the terms and conditions of the AIG Life and Retirement EDR program.***

# Questions?

For more information, consult the EDR brochure and plan documents located on AIG Contact.

[https://contact.aig.net/HRsharedservices\\_1246\\_388548.html](https://contact.aig.net/HRsharedservices_1246_388548.html)

You can contact HR Shared Services with questions at (800) 265-5054 or 713-831-8411.

AIG Life and Retirement